

REMARKS

The Office Action of November 14, 2003, has been carefully reviewed, and in view of the above amendments and the following remarks, reconsideration and allowance of the pending claims are respectfully requested.

In the above Office Action, claims 1-13 were rejected under 35 U.S.C. § 103(a) as being unpatentable over *Lynard, et al.* (Patent No. WO/98/27904) in view of *Berg et al.* (U.S. Patent No. 4,686,909). For at least the reasons set forth below, Applicant respectfully traverses this rejection.

In maintaining the rejection of the claims, the Examiner asserts that the "areas of the article comprising bonding locations 52 are fully capable of being positioned to receive the majority of the liquid to be absorbed by the article," and that *Lynard* thereby discloses all aspects of the claimed invention, except as to the type of superabsorbent material. Applicant respectfully contends, that contrary to the Examiner's interpretation, the term "arranged" as previously recited in claim 1 does not refer to how the article is actually positioned relative to a user, but rather, how the article is physically constructed. In order to clarify this matter, the language of claim 1 has been amended above to recite "lamine bonding locations being disposed at least throughout an area of the absorbent article so as to receive a major part of body liquid to be absorbed by the absorbent article."

In *Lynard*, the bonding between the top sheet and lamine is only in discrete bonding areas. *Lynard* repeatedly states there is an unbonded window in a liquid receiving zone of the article (see, for example, page 1 "Field of the Invention"; page 3, lines 21-23; page 4, lines 7-8, 20-22, and 31-33). In the pending office action (page 2, last sentence) and at the conclusion of the Examiner's response to the arguments, the Examiner states that the article is fully capable of being used in a way that places the bonding locations in a position to receive the majority of the

liquid. The passage referred to by the Examiner (page 4, lines 31-33), when read in context, teaches that the window for receiving fluid remains unbonded because bonding interferes with liquid transfer. Thus, *Lynard* is only "fully capable of" having the bonding locations in the fluid-absorbing area if the article is positioned contrary to the intended use or if it is modified in light of the present disclosure.

Claim 1 of the present invention recites "lamine bonding locations being disposed at least throughout an area of the absorbent article so as to receive a major part of body liquid to be absorbed by the absorbent article." In contrast, the prior art upon which the Examiner relies for this feature, *Lynard*, specifically constructs the absorbent article so that the bonding locations are not in the region of the article that will receive most of the liquid -- hence forming the unbonded window.

Claim 1 as set forth above has been amended to recited that the material laminate includes, between the laminate bonding locations in each said group, first non-bonded laminate regions that have a greater density than second non-bonded laminate regions located between respective said groups. The significance of this construction is explained in the specification on page 9, line 27 – page 10, line 13. Applicant respectfully submits that this construction is not suggested by the prior art of record and that the invention of claim 1 would not be obvious thereover.

With respect to claim 5, the Examiner notes that "the [*Lynard*] top sheet 38 has through-penetrating holes within the bonding locations, as shown in figure 2." In the present invention, as supported by the disclosure at, for instance, page 9, lines 1-9, the claim term "through penetrating holes" refers to a region of more tightly packed and finer capillaries than those in other regions of the article. While the points of bonding themselves may be impenetrable, the immediately-surrounding area has improved capillary function, allowing the article to draw down even small

amounts or droplets of liquid. Consequently, the top layer has less liquid which is better for the user's skin and provides a drier feeling when in use.

In contrast, *Lynard* and other articles have an open structure with relatively large pores in the wetting area. These pores provide for rapid passage of high volumes of liquid, but due to the top layer structure small amounts of liquid remain on the top of the article. This is inferior in terms of long-term users comfort and hygiene. Thus, neither Figure 2 of *Lynard* or the description thereof relied upon by the Examiner appear to teach "through penetrating holes" as recited in claim 5 of the present invention and more particularly defined in claim 14.

CONCLUSION

In view of the above amendments and remarks, Applicant respectfully submits that the claims of the present application are now in condition for allowance, and an early indication of the same is earnestly solicited.

Should any questions arise in connection with this application or should the Examiner believe that a telephone conference would be helpful in resolving any remaining issues pertaining to this application; the Examiner is kindly invited to call the undersigned counsel for Applicant regarding the same.

Respectfully submitted,

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